

**BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

Meeting Date: 20 September 2006 Division: Growth Management
Bulk Item: Yes X No Department: Marine Resources
Staff Contact: George Garrett

AGENDA ITEM WORDING:

Approval of a new contract with DRC Emergency Services Inc. to complete removal of lobster traps, canal debris, and abandoned vessels (marine debris) resulting from Hurricane Wilma and other maritime debris; and rescinding the temporary amendment passed in July of 2006.

ITEM BACKGROUND:

The contract for removal of lobster traps, canal debris, and abandoned vessels (marine debris) resulting from Hurricane Wilma, debris from 2005 hurricane season went out for bid, DRC Emergency Services Inc. won the bid and the contract went into the negotiation stage. In the process relatively minor but important changes were requested by the contractor before they would sign the agreement.

In order to begin the clearing of the debris the County Commissioners approved an amendment to a long standing DRC contract dated February 13, 2002 by adding the marine debris clean up as a temporary measure until the contract could be more fully negotiated. The amendment was approved in July, 2006. The contract before the BOCC today is the new and completed version of the marine debris removal contract along with the rescission of the temporary amendment.

PREVIOUS RELEVANT BOCC ACTION:

On July 17, 2006, the BOCC approved the "Amendment to Agreement for Services for Disaster Response and Recovery Services" this action was taken in order to proceed with marine debris removal and to allow the necessary time to complete negotiations on the new marine debris agreement.

CONTRACT/AGREEMENT CHANGES:

None, this is the final contract.

STAFF RECOMMENDATIONS:

Approval

TOTAL COST: Est. \$3,408,214 BUDGETED: Yes X No
COST TO COUNTY: Est. \$426,027 (12.5 %) SOURCE OF FUNDS: FEMA / MC Disaster Recovery
REVENUE PRODUCING: Yes No X AMOUNT Per Month Year
APPROVED BY: rw County Atty OMB/Purchasing Risk Management MS
DIVISION DIRECTOR APPROVAL: TJS 9/6/2-6
Ty Symroski, Director of Growth Management
DOCUMENTATION: Included X Not Required
DISPOSITION: AGENDA ITEM NO.:

CONTRACT SUMMARY

for BOCC meeting on 9/20/06 Agenda Deadline: 09/05/06

**RESCISSION OF
AMENDMENT TO AGREEMENT FOR SERVICES
FOR DISASTER RESPONSE AND RECOVERY SERVICES**

This **RESCISSION TO AMENDMENT TO AGREEMENT FOR SERVICES FOR DISASTER RESPONSE AND RECOVERY SERVICES** dated July 19, 2006 is entered into on the ____ day of September, 2006 between MONROE COUNTY ("COUNTY"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida 33040 and DRC EMERGENCY SERVICES LLC ("DRC"), whose address is 740 Museum Drive, Mobile, Alabama 36608.

Whereas, the parties entered into an Agreement For Disaster Recovery Services on February 13, 2002, as amended on September 17, 2003, November 16, 2005, March 15, 2005 and July 19, 2006, which did not include recovery of marine debris; and

Whereas, COUNTY had an ongoing need for marine debris removal after two years of hurricanes; and

Whereas, DRC has been selected through a Request for Bids process to provide disaster recovery services specifically for marine debris, and

Whereas, the parties wished to provide for removal of marine debris prior to the 2006 mini lobster season, but were unable to finalize negotiations on the agreement for said services; the parties entered into the **AMENDMENT TO AGREEMENT FOR SERVICES FOR DISASTER RESPONSE AND RECOVERY SERVICES** to allow for marine debris removal with the understanding that the Amendment would be rescinded when the completed contract was agreed upon; and

Whereas, the agreement for marine debris removal between the parties has been completed and is entitled, **AGREEMENT BETWEEN DRC EMERGENCY SERVICES LLC AND MONROE COUNTY, FLORIDA FOR PROFESSIONAL SERVICES**; now therefore,

IN CONSIDERATION of the mutual promises and conditions contained herein, the parties agree as follows:

1. The **AMENDMENT TO AGREEMENT FOR SERVICES FOR DISASTER RESPONSE AND RECOVERY SERVICES** dated July 19, 2006, is hereby rescinded and in its place a new agreement has been entered into which is entitled **AGREEMENT BETWEEN DRC EMERGENCY SERVICES LLC AND MONROE COUNTY, FLORIDA FOR PROFESSIONAL SERVICES**.

2. The remaining terms of the AGREEMENT FOR DISASTER RECOVERY SERVICES entered into on February 13, 2002, as amended on September 17, 2003, November 16, 2005, March 15, 2005, not inconsistent herewith shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK
FLORIDA

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY,

By: _____
Deputy Clerk

By: _____
Mayor Charles "Sonny" McCoy

Date: _____

Date: _____

Witness to DRC:

Spirl Callaway
Signature
Spirl Callaway
Print Name

DRC Emergency Services LLC

BY: *Mark Stafford*
Authorized to Sign for Corporation
Mark Stafford
Print Name

Date: 9-1-2006

Date: 9-1-2006

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM

Natileene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date: 9-5-06

**AGREEMENT BETWEEN
DRC EMERGENCY SERVICES LLC
AND
MONROE COUNTY, FLORIDA
FOR PROFESSIONAL SERVICES**

This Agreement ("Agreement") made and entered into this _____ day of _____, 2006 by and between MONROE COUNTY, a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Key West, Florida, 33040, its successors and assigns, hereinafter referred to as "COUNTY," through the Monroe County Board of County Commissioners ("BOCC"), and DRC EMERGENCY SERVICES LLC, a limited liability company organized under the laws of Alabama, authorized to transact business in the State of Florida, its successors and assigns, hereinafter referred to as "DRC". The word "parties" shall refer to both DRC and COUNTY.

WHEREAS, COUNTY requires professional services as may be required to effect the removal of hurricane debris including lobster traps, canal debris, marine debris including abandoned/derelict vessels, and other derelict vessels requested to be removed by COUNTY; and

WHEREAS, COUNTY has sought a contractor for the project through a Request for Bids; and

WHEREAS, DRC was awarded the bid over other contenders; and

WHEREAS, DRC represents that it is capable and prepared to provide such services to COUNTY, and;

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, COUNTY and DRC agree as follows:

ARTICLE 1 – EFFECTIVE DATE, TERM OF AGREEMENT

1.1 The effective date is the date of this Agreement after execution by all parties, shall be retroactive to June 2006.

1.2 The term of the Agreement shall be for a one (1) year period, unless otherwise terminated as provided herein. COUNTY shall have the option of extending the Agreement for five (5) additional one (1) year periods at the same terms and conditions with approval from the BOCC. Increase in compensation shall be available at the time of approval. Such extension shall be in the form of a written Amendment executed with the same formality as this Agreement.

ARTICLE 2 – SERVICES TO BE PERFORMED BY DRC

2.1 DRC shall be prepared to respond to any of the following types of events: Hurricanes, tornadoes, floods, wildfires, oil spills, mass migration, hazardous materials, terrorist attacks, Weapons of Mass Destruction (WMD) incidents disease carrying vector

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control, biological and viral threats, fires and explosions, and other natural and man made events.

2.2 DRC shall perform services stated in the Scope of Work, EXHIBIT A, subject to subcontracts approved pursuant to Article 10, as may be specifically authorized by COUNTY. Such authorizations will be referred to as Task Orders. Each Task Order will set forth a specific scope of services, rate/amount of compensation, estimated completion date, and other pertinent details of the task being authorized. This clause does not restrict COUNTY from utilizing its own work force, labor and/or equipment to perform said services.

ARTICLE 3 – COMPENSATION

3.1 COUNTY shall pay DRC in accordance with the Fee Schedule EXHIBIT B, which is attached, hereto and incorporated by reference as part of this Agreement. If needed, compensation may be negotiated as a lump sum or not-to-exceed amount for any Task Order containing a task covered by the scope of work of this Agreement but to which the fee schedule cannot readily be applied.

3.2 DRC shall submit semi-monthly invoices for services rendered. Invoices must reference the Task Order number. Invoices shall include a statement of progress and appropriate audit quality detail to satisfy the reasonable requirements of any Federal or state agency, which may provide potential reimbursement of the costs associated with this Agreement. DRC shall be paid according to the Florida Prompt Payment Act, Florida Statute 255.0705 – 255.078 subsequent to submission of a complete invoice for services including the supporting documentation. DRC will be paid for those items not in dispute and disputed items will be resolved as expeditiously as possible and paid within 30 days of a resolution.

3.3 If such state or federal agencies require additional explanation or an adjusted format of the information submitted, DRC will make reasonable and necessary changes and provide appropriate personnel as required to work and negotiate with such agencies on COUNTY'S behalf.

3.4 Payment to DRC by COUNTY is not contingent upon COUNTY being reimbursed by the Federal or state agency. Payment to DRC will be made for any work directed by COUNTY, which may be determined by Federal and state agencies to be ineligible for reimbursement. COUNTY IS NOT RESPONSIBLE FOR PAYMENTS TO DRC FOR WORK NOT DIRECTED BY COUNTY.

3.5 All invoices shall be delivered to:

Mr. George Garrett
Division of Growth Management
Department of Marine Resources
2780 Overseas Highway, Suite 420
Marathon, Florida 33050

3.6 In order for both parties herein to close their books and records, DRC will clearly state "FINAL INVOICE" on DRC'S final/last billing to COUNTY. This certifies that all



services have been properly performed and all charges and costs have been invoiced to COUNTY. COUNTY, in writing, must agree to such certification.

3.7 COUNTY will retain 10% of the payment under each Task Order unit until such time as the entire project is completed to COUNTY'S satisfaction.

3.8 COUNTY'S performance and obligation to pay under this contract is contingent upon an annual appropriation by the BOCC.

ARTICLE 4 – INSURANCE

4.1 DRC shall name COUNTY as additional insured on COUNTY'S insurance policies and all other requirements found to be in the best interest of Monroe County as may be imposed by the Monroe County Risk Management Department. DRC has provided the COUNTY with a Certificate of Insurance from Gray Insurance Company, see attached hereto and made a part hereof as Exhibit C. DRC shall maintain the insurance as listed on EXHIBIT C.

4.2 Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of COUNTY and the DRC in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by COUNTY be required to contain any provision for waiver.

ARTICLE 5 – STANDARD OF CARE

DRC shall exercise the same degree of care, skill, and diligence in the performance of the services as is ordinarily provided by a comparable professional under similar circumstances.

DRC warrants that skilled and competent personnel shall perform all services to the highest professional standards.

ARTICLE 6 – INDEMNIFICATION

DRC agrees to protect, defend, indemnify, and hold harmless COUNTY, its employees and representatives, from any and all claims and liabilities, for which COUNTY, its employees and representatives, can or may be held liable as a result of injury (including death) to persons or damage to property occurring by reason of any acts or omissions of DRC, its employees or agents, arising out of or connected with this Agreement. COUNTY shall not be required to indemnify DRC.

ARTICLE 7 – INDEPENDENT CONTRACTOR

DRC undertakes performance of the services as an independent contractor and shall be wholly responsible for the methods of performance. COUNTY shall have no right to supervise the methods used, but COUNTY shall have the right to observe such performance and shall report to the BOCC regarding the progress, the methods used and the correctness or incorrectness of said methods.

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All performance will be in accordance with all applicable state, federal and county ordinances, rules and regulations, and DRC will be responsible for performance to obtain the maximum possible reimbursement from applicable agencies.

ARTICLE 8 - NO PLEDGE OF CREDIT

DRC shall not pledge COUNTY'S credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgment, lien or any form of indebtedness.

ARTICLE 9 - GOVERNMENT TO PRACTICE

DRC represents and warrants that it has and will continue to maintain all licenses, registrations and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 10 - COMPLIANCE WITH LAWS

In performance of its services, DRC will comply with applicable regulatory requirements including federal, state, county, special district and local laws, rules, regulations, orders, codes, criteria and standards.

ARTICLE 11 - SUBCONTRACTING

COUNTY reserves the right to accept the use of a sub-contractor by DRC or to reject the selection of a particular sub-contractor and to review the capabilities of any sub-contractor to properly perform under this Agreement, unless expressly provided for therein, such approval shall in no manner or event be deemed to impose any additional obligation upon the Board. DRC agrees that any contracts it enters into with any subcontractor shall comply with all of the provisions of this agreement.

ARTICLE 12- FEDERAL AND STATE TAXES

County is exempt from payment of Florida State Sales and Use taxes. The DRC shall not be exempted by virtue of COUNTY'S exemption from paying sales tax to its suppliers for materials used to fulfill its obligations under this contract, nor is the DRC authorized to use COUNTY'S Tax Exemption Number in securing such materials. The DRC shall be responsible for any and all taxes, or payments of withholding, related to services rendered under this agreement.

ARTICLE 13 - GOVERNMENT'S RESPONSIBILITIES

COUNTY shall be responsible for providing access to all project sites, and providing information required by DRC which is available in the files of COUNTY and not restricted by law, litigation or privilege.

ARTICLE 14 - TERMINATION OF AGREEMENT

COUNTY may terminate this contract for cause with fifteen (15) days notice to DRC. Cause shall constitute a breach of the obligations of DRC to perform the services enumerated as DRC'S obligations under this Agreement. Either of the parties hereto

may terminate this contract without cause by giving the other party sixty (60) days written notice of its intention to do so.

ARTICLE 15 – GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida applicable to contracts made and to be performed entirely in the State.

In the event that any cause of action or administrative proceeding is instituted for the enforcement or interpretation of this Agreement, COUNTY and DRC agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

ARTICLE 16 – NON-DISCRIMINATION

COUNTY and DRC agree that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. COUNTY or DRC agree to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: 1) Title VI of the Civil Rights Act of 1964 (PL 88-352) which prohibits discrimination on the basis of race, color or national origin; 2) Title IX of the Education Amendment of 1972, as amended (20 USC ss. 1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; 3) Section 504 of the Rehabilitation Act of 1973, as amended (20 USC s. 794), which prohibits discrimination on the basis of handicaps; 4) The Age Discrimination Act of 1975, as amended (42 USC ss. 6101- 6107) which prohibits discrimination on the basis of age; 5) The Drug Abuse Office and Treatment Act of 1972 (PL 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; 6) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (PL 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; 7) The Public Health Service Act of 1912, ss. 523 and 527 (42 USC ss. 690dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; 8) Title VIII of the Civil Rights Act of 1968 (42 USC s. et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; 9) The Americans with Disabilities Act of 1990 (42 USC s. 1201 Note), as maybe amended from time to time, relating to nondiscrimination on the basis of disability; 10) Any other nondiscrimination provisions in any Federal or state statutes which may apply to the parties to, or the subject matter of this Agreement.

ARTICLE 17 – WAIVER

A waiver by either party of any breach of this Agreement shall not be binding upon the waiving party unless such waiver is in writing signed by authorized person for DRC and approved by BOCC. In the event of a written waiver, such waiver shall not affect the waiving party's rights with respect to any other or further breach. The making or acceptance of a payment by either party with knowledge of the existence of a default or breach shall not operate or be construed to operate as a waiver of any subsequent default or breach.

ARTICLE 18 – SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace and stricken provision with a provision that comes as close as possible to the intent of the stricken provision.

ARTICLE 19 – ENTIRETY OF AGREEMENT

The parties agree that this Agreement sets forth the entire agreement between them, and that there are not promises or understandings other than those stated herein. This Agreement supersedes all prior contracts, representations, negotiations, letters or other communications between COUNTY and DRC pertaining to the services, whether written or oral. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered except by written instrument executed by the parties hereto.

ARTICLE 20 – MODIFICATION

This Agreement may not be modified unless such modifications are evidenced in writing signed by both COUNTY and DRC. Such modifications shall be in the form of a written Amendment executed by both parties.

ARTICLE 21 – SUCCESSORS AND ASSIGNS, ASSIGNMENT

COUNTY and DRC each binds itself and its partners, successors, assigns and legal representatives to the other party to this Agreement and to the other party's partners, successors, assigns and legal representatives.

DRC shall not assign this Agreement without express written approval of the BOCC executed in the same manner as this Agreement.

ARTICLE 22- OWNERSHIP OF THE DOCUMENTS

Any and all documents, records, disks, original drawings, or other information shall become the property of COUNTY for its use and/or distribution as COUNTY may deem appropriate.

ARTICLE 23 – NOTICE

Any notice or demand required or permitted under this agreement shall be in writing and hand delivered or mailed, postage prepaid, to the other party by certified mail, returned receipt requested, to the following:



FOR COUNTY:

Mr. George Garrett
Division of Growth Management
Department of Marine Resources
2780 Overseas Highway, Suite 420
Marathon, Florida 33050

AND

Mr. Thomas Willi
Monroe County Administrator
1100 Simonton Street, Room 2-205
Key West, Florida 33040

FOR DRC:

DRC Emergency Services LLC
740 Museum Drive
Mobile, Alabama 36608
Attn: Contract Administrator

Facsimile transmission is acceptable notice and is effective when received so long as the original of the notice is additionally mailed, postage prepaid, to the other party by certified mail, returned receipt requested. Notices shall be effective when received at the addresses as specified above. Changes in the respective addresses to which such notice is to be directed may be made from time to time by either party by written notice to the other party.

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between the parties or their representatives; however, facsimile transmissions received (i.e. printed) after 5:00 p.m. or on weekends or holidays, will be deemed received on the next business day. The original must be additionally mailed.

ARTICLE 24 – AGREEMENT ADMINISTRATION

Services of DRC shall be under the general direction of COUNTY Administrator, or his designee, who shall act as COUNTY'S representative during the term of this Agreement.

ARTICLE 25 – TASK ORDER/PERFORMANCE

Task Orders shall be executed bilaterally and the scope of services and format of Task Orders shall be mutually agreed to by DRC and COUNTY. COUNTY shall have the right to correct for vendor default or underperformance by any means it deems in its best interest. DRC will be required to provide a weekly report on quantity of work performed under each Task Order.

ARTICLE 26- BONDS

DRC will furnish a performance and payment bond for any and/or all Notices to Proceed.



ARTICLE 27 - AUTHORITY

Each party represents and warrants to the other that the execution, delivery and performance of this Agreement have been duly authorized by all necessary County and corporate action, as required by law.

ARTICLE 28 - CLAIMS FOR FEDERAL OR STATE AID

DRC and COUNTY agree that each shall be, and is, empowered to apply for, seek, and obtain federal and state funds to further the purpose of this Agreement; provided that all applications, requests, grant proposals, and funding solicitations shall be approved by each party prior to submission.

ARTICLE 29 - PRIVILEGES AND IMMUNITIES

All of the privileges and immunities from liability, exemptions from laws, ordinances, and rules and pensions and relief, disability, workers' compensation, and other benefits which apply to the activity of officers, agents, or employees of any public agents or employees of COUNTY, when performing their respective functions under this Agreement within the territorial limits of COUNTY shall apply to the same degree and extent to the performance of such functions and duties of such officers, agents, volunteers, or employees outside the territorial limits of COUNTY.

ARTICLE 30 - LEGAL OBLIGATIONS AND RESPONSIBILITIES

Non-Delegation of Constitutional or Statutory Duties. This Agreement is not intended to, nor shall it be construed as, relieving any participating entity from any obligation or responsibility imposed upon the entity by law except to the extent of actual and timely performance thereof by any participating entity, in which case the performance may be offered in satisfaction of the obligation or responsibility. Further, this Agreement is not intended to, nor shall it be construed as, authorizing the delegation of the constitutional or statutory duties of COUNTY, except to the extent permitted by the Florida constitution, state statute, and case law.

ARTICLE 31 - NON-RELIANCE BY NON-PARTIES

No person or entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement to or benefit of any service or program contemplated hereunder, and COUNTY and the DRC agree that neither COUNTY nor DRC or any agent, officer, or employee of either shall have the authority to inform, counsel, or otherwise indicate that any particular individual or group of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to, or superior to the community in general or for the purposes contemplated in this Agreement.

ARTICLE 32 - ATTESTATIONS

DRC agrees to execute such documents as COUNTY may reasonably require, to include a Public Entity Crime Statement, an Ethics Statement, and a Drug-Free Workplace Statement.

ARTICLE 33 - NO PERSONAL LIABILITY

No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of Monroe County in his or her individual capacity, and no member, officer, agent or employee of Monroe County shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.

ARTICLE 34 - EXECUTION IN COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be regarded as an original, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

ARTICLE 35 - SECTION HEADINGS

Section headings have been inserted in this Agreement as a matter of convenience of reference only, and it is agreed that such section headings are not a part of this Agreement and will not be used in the interpretation of any provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on the day and date first written above in four (4) counterparts, each of which shall, without proof or accounting for the other counterparts, be deemed an original contract.

(SEAL)

Attest: DANNY L. KOLHAGE, CLERK

BOARD OF COUNTY
COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Mayor Charles "Sonny" McCoy

Date: _____

Date: _____

Witness to DRC

DRC Emergency Services LLC

Signature

BY: M. J. [Signature]
Authorized to Sign for Corporation

Print Name

Print Name

Date: Sept. 1, 2006

Date: Sept. 1, 2006

MONROE COUNTY ATTORNEY
APPROVED AS TO FORM:

Natleene W. Cassel
NATILEENE W. CASSEL
ASSISTANT COUNTY ATTORNEY
Date 9-5-06

EXHIBIT A

SCOPE OF WORK FOR MARINE DEBRIS

Lobster traps, Marine Debris, and Abandoned Vessels

Lobster Trap Removal

DRC will be responsible for managing the removal and disposal of lobster traps destroyed or substantially damaged as the result of the 2005 and subsequent hurricane seasons within the life of the Agreement; to include the identification of locations in the water of where significant trap debris exists, working with the Monroe County Commercial Fisherman (MCCF) or other entities as appropriate to locate, remove, and dispose of traps, and oversight of field monitoring, and billing for the project.

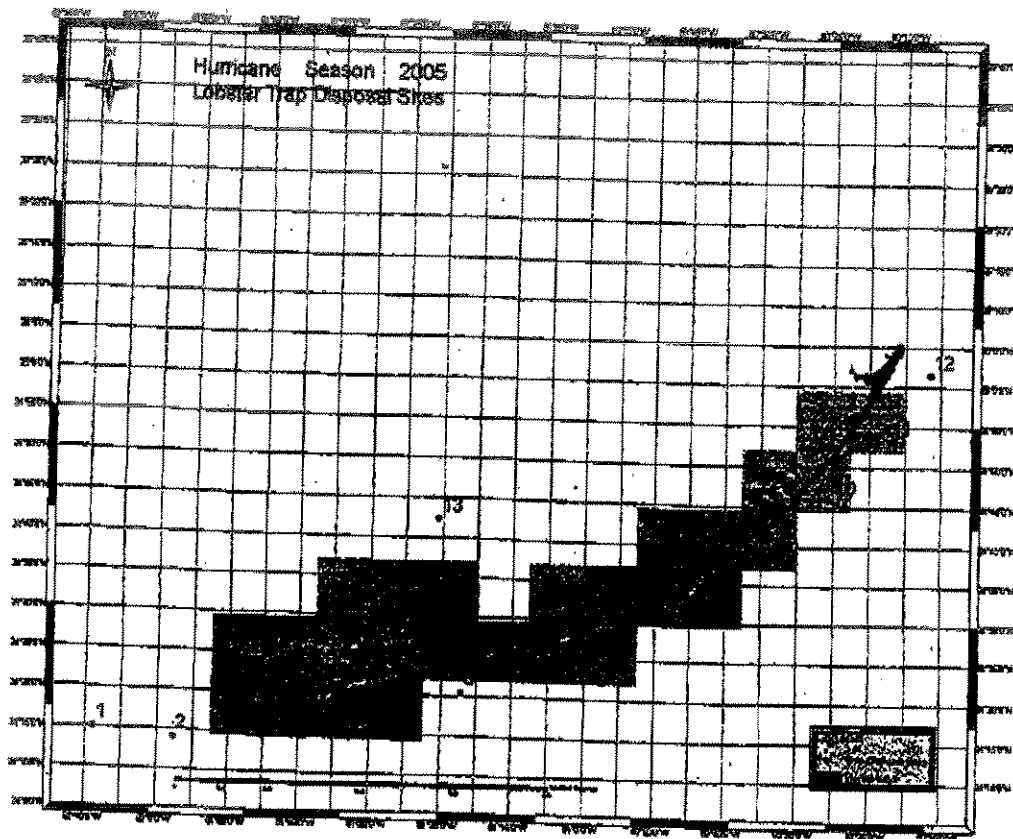
Detailed Responsibilities:

- DRC will be responsible for locating appropriate Temporary Debris Sites and Reduction Sites
- DRC will provide management and oversight for County designated temporary debris sites to manage trap line, funnels, and buoys prior to appropriate disposal. Sites can be at fish houses or commercial fishing related facilities. Disposal sites for wood and concrete portions of traps will be as follows – various County designated offshore sites in the Gulf and Atlantic Ocean.

Site ID	Estimated Depth (Feet)	Latitude	Longitude
01	40	24.51244	-82.14985
02	33	24.49513	-81.96367
03	31	24.51528	-81.82093
04	28	24.54376	-81.62800
05	40	24.56686	-81.44104
06	43	24.60182	-81.28612
07	39	24.64480	-81.13454
08	27	24.77655	-80.78988
09	14	24.89500	-80.58864
10	23	25.02491	-80.41809
11	26	25.14859	-80.28529
12	34	25.28558	-80.18986
13	20	24.96675	-81.34483

Appendix E
6/19/2006 11:47:00 AM

EXHIBIT A



- Determine locations of significant lobster trap debris in an area from Key West to Key Largo and the Monroe County portion of the "Eighteen Mile Stretch," to include municipalities. No effort should be made to assess the area within the bounds of Everglades National Park. Assessment of debris locations should not extend beyond ½ mile further toward the ocean or gulf from the islands connected by U.S. highway 1, unless there are known shallow water flat areas which may harbor trap debris. In addition, a less detailed assessment of the existence of lobster trap debris should be completed for the area ten miles (plus or minus) west of Key West.
- Traps to be removed will include only those that have washed up on shallow water "flats" in the Keys or which otherwise exist in the near shore environment of the Keys and are tangled with other trap material (trap lines particularly); such that these traps cannot be construed as being active or functional for "fishing."
- DRC will provide supervision and project oversight as required by FEMA, the State of Florida, and the County in conjunction with County staff and/or a monitoring firm employed by the County. Monitoring will include determination of actual trap removal counts of complete or partial traps and coordination with FEMA, the State of Florida, or Monroe County for verification of such counts.

Appendix E
6/19/2006 11:47:00 AM

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- Monroe County will maintain an independent monitoring team representing the County as the project applicant.
- DRC will be responsible for the management of all project expenses and billing documentation as will be required by FEMA, the State of Florida, and the County
- DRCs through separate sub-contract(s) will accept the assistance of any other valid, qualified contractor as needed to assist in this project. DRC reserves the right to solely determine if the sub-contractor in question is qualified to participate in this project.

Canal and Near Shore Debris Clean-up

DRC will be responsible for managing the removal and disposal of marine debris in manmade canals which has resulted from the impacts of the 2005 and subsequent hurricane seasons within the life of the Agreement. Efforts are to include the identification of locations in the water of where significant marine debris exists, contracting with local marine contractors to, locate, remove, and dispose of marine debris, and oversight of field operations for the project.

Detailed Responsibilities:

- DRC will be responsible for locating appropriate Temporary Debris Sites and Reduction Sites
- Management and oversight of County designated temporary debris sites for storage of marine debris prior to appropriate final disposal.
- Determine locations of marine debris in manmade canals within an area to include Key West to Key Largo and the Monroe County portion of the "Eighteen Mile Stretch," to include the municipalities. The definition of manmade canal shall be that found in the Monroe County Code of Ordinances as follows:

Man-made water body means a water body that was created by excavation by mechanical means under human control and shall include a canal, cut basin, or channel where its edges or margins have subsequently been modified by natural forces (See Definitions, Chapter 9.5-4 (M-4).

(1) For the purposes of this chapter, such water bodies may have natural components, for instance a channel or canal may have been dredged such that the dredge material was used to create land on one side, but not the other, thus leaving a relatively natural shoreline on the opposite side.

(2) Also for the purposes of this chapter, the man-made water body must have "Buildings," as defined in Chapter 9.5-4 (B-9), along its shoreline to be applicable. If buildings are not present on a given shoreline on the date of adoption of this ordinance, but such buildings are constructed at a later date, then this ordinance becomes effective at that time.

- Assess total potential volume or appropriate metric (linear feet of canal, tons, etc.) for the amount of marine debris likely to be removed and disposed of. Marine debris should include such material that is visible on or just under the waters surface and that would

cause a hazard to safe navigation or be a potential risk to human health if not removed. Such marine debris should not be debris attached to personal property unless permission is provided to remove such debris. An effort should be made to contact a property owner to obtain permission to remove material that is obviously debris, but which may be tied or otherwise affixed to land for reasons of maintaining clear navigation.

- Complete Contracts for Service with local marine contractors to remove debris from manmade canals located in the project work area.
- DRC will provide supervision for project oversight efforts as required by FEMA or the Natural Resources Conservation Service (NRCS) (U.S. Department of Agriculture), the State of Florida, and the County in coordination with County staff and/or a monitoring firm employed by the County.
- Monroe County will maintain an independent monitoring team representing the County as the project applicant.
- DRC will be responsible for the management of all project expenses and billing documentation as will be required by FEMA or NRCS, the State of Florida, and the County

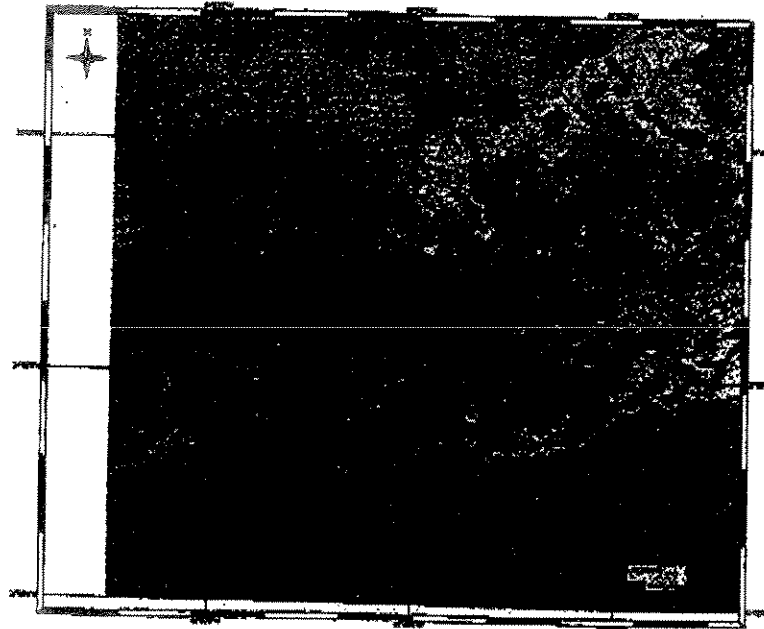
Abandoned Vessel Recovery and Disposal

DRC will be responsible for managing the removal from the water, impound and auction or disposal, of abandoned vessels surrounding the Florida Keys which are largely, but not exclusively, the result of impacts of the 2005 and subsequent hurricane seasons within the life of the Agreement. Efforts are to include the detailed cost assessment for the removal of larger vessels which are located in shallow waters and are hard aground. Work will also include obtaining necessary salvage approvals through applicable state and federal agencies, including the Florida Keys National Marine Sanctuary, the United States Coast Guard, the U.S. Fish and Wildlife Service, and the Florida Fish and Wildlife Conservation Commission.

Detailed Responsibilities:

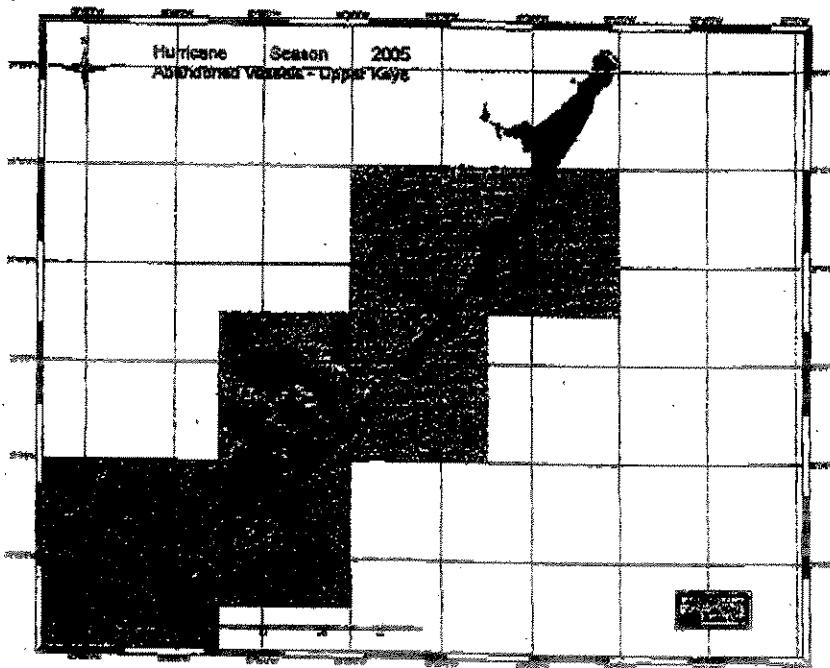
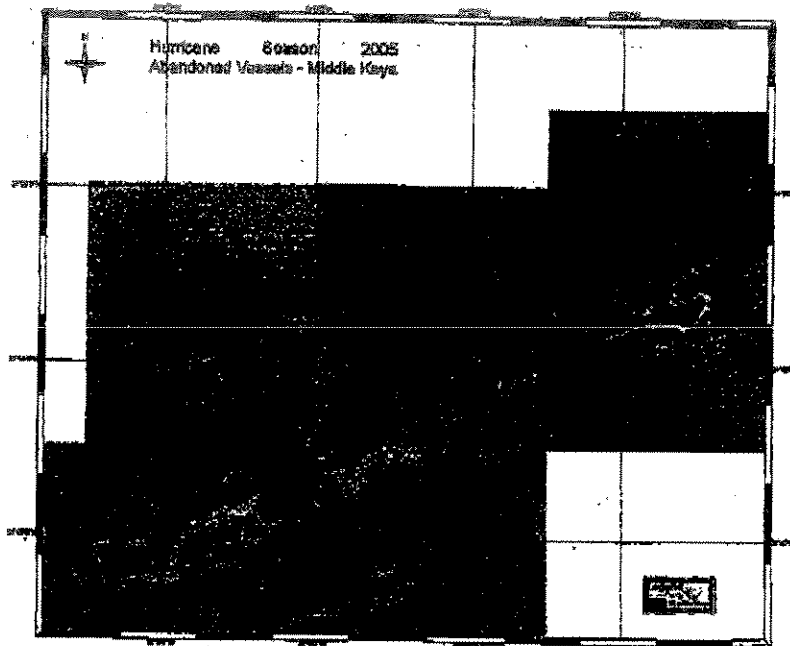
- DRC will be responsible for locating appropriate Temporary Debris Sites and Reduction Sites
- Determine current locations of remaining abandoned vessels and determine the least costly approach for salvage or disposal as appropriate. Maps provided show approximate location of vessels after Hurricane Wilma. Additional information may be available concerning their current disposition.
- In the event of future storms and similar impacts, staff will work with DRC / Cahaba to locate and map vessels and other marine debris post each event. Such products will supplant the maps provided herein.

Appendix E
6/19/2006 11:47:00 AM



Appendix E
6/19/2006 11:47:00 AM

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Appendix E
6/19/2006 11:47:00 AM

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- Management and oversight of County designated temporary debris sites for storage of marine debris prior to appropriate final disposal.
- Assess total potential value of the removal operation whether by means leading to disposal or by means appropriate for salvage and sale for cost.
- Work with local, state, and federal agencies to approve salvage plans for vessels that are located on sensitive marine or wetland resources, including shallow water seagrass areas and mangrove communities.
- Prior to ultimate removal from the marine environment, reach agreement with local, state, and federal agencies on which abandoned vessels will be "eligible" under FEMA's eligibility guidelines.
- Prior to ultimate removal from the marine environment, reach agreement on which vessels will be removed for disposal and which will be removed to a holding site for cost recovery through sale to an original owner or auction.
- DRC will provide supervision for project oversight efforts as required by FEMA and the County in conjunction with County staff and/or a monitoring firm employed by the County.
- Monroe County will maintain an independent monitoring team representing the County as the project applicant.
- DRC a will be responsible for all project oversight where salvage plans have been applied for and approved and necessary salvage criteria or constraints are imposed by approving agencies.
- DRC a will be responsible for the management of all project expenses and billing documentation as will be required by FEMA and the County



Appendix F
6/19/2006 11:47:00 AM

EXHIBIT B

FEE SCHEDULE FOR MARINE TRAP, VESSEL, CANAL CLEAN-UP, MARINE DEBRIS AND DERELICT VESSELS

Trap Debris

Cost per Trap Removed

<u>Shallow Water (0-2')</u>	<u>Channels (2' plus)</u>
\$ <u>41.50</u>	<u>34.20</u>

1. Concrete and wood will be disposed of at designated sites on the water, thus per unit cost is based on delivery of material to these sites and not to temporary land based sites for transportation to a permanent disposal area.
2. Trap line, trap funnels, and buoys are to be disposed of at appropriate land-based disposal sites.
3. When possible, the Contractor will work with local commercial fisherman and other capable and interested parties as sub-contractors for this project.

Canal Debris

Costs for Canal Debris Removal

C & D debris removal from canals.	\$ <u>19.58</u> per linear foot cleaned
Vegetative debris removal from canals.	\$ <u>19.58</u> per linear foot cleaned

Vessel and Other Open Water Marine Debris

Labor and Cost of boat and vessel removal

Boats/Vessels retrieved from the land by means of various equipment. No water borne equipment.

\$ 150.00 per linear foot of vessel

Open Boats and Skiffs up to 18 feet in length retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Non Salvageable: \$ 25.00 per linear foot of vessel

EXHIBIT B

Other Boats/Vessel up to 35 feet in length retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Salvageable: \$ 150.00 per linear foot of vessel
Non Salvageable: \$ 225.00 per linear foot of vessel

Other Boats/Vessel in excess of 35 feet in length retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Salvageable: \$ 250.00 per linear foot of vessel
Non Salvageable: \$ 225.00 per linear foot of vessel

Houseboats and larger vessels that may create some difficulty in removal because of location (edge of islands or in the mangroves, hard aground etc. retrieved from the water by means of various equipment, including barges, cranes, boats, etc.

Salvageable: \$ 400.00 per linear foot of vessel
Non Salvageable: \$ 225.00 per linear foot of vessel

Per day fees for storage/dockage for salvaged boats/vessels.

\$ 35.00 per unit/daily

Respondent responsible for providing storage / dockage site.

Water based marine debris found outside of canals including offshore collection and transport to offloading site:

\$ 50.00 per cubic yard collected

1. The removal of vessels of special consideration may require unexpected additional effort and further negotiation may be allowed on a case by case basis.
2. Substantially intact vessels (Greater than 80 %) are considered to be vessels for the purposes of this fee schedule and will be billed by the linear foot.

Note, in all cases, traps, vessels, and other marine debris:

- Load and haul to TDSRS, any necessary separation and reduction cost, and haul out to final resting place of trap line, floats, and funnels must be considered in any price quote provided.
- Tipping fees from final disposal of all canal/waterway debris brought to land will be a pass through cost to be determined upon designation of final disposal facilities.

THE GRAY INSURANCE COMPANY

CERTIFICATE OF INSURANCE

NO 157

CERTIFICATE HOLDER

MONROE COUNTY
502 WHITEHEAD STREET
COURTHOUSE ANNEX
3rd FLOOR REAR
KEY WEST, FL 33040

NAMED INSURED

DRC, Inc., DRC Emergency Services, LLC
740 Museum Drive
Mobile, AL 36608

Att: Natileene Cassel Fax 305-292-3516

☒ YES ☐ NO Do all policies contain a Waiver of Subrogation in favor of Certificate Holder if required by written contract?
☒ YES ☐ NO Do all policies except the Workers' Compensation name the Certificate Holder as Additional Insured if required by written contract?
☒ YES ☐ NO Do policies provide 30 days written notice of cancellation to Certificate Holder?
☒ YES ☐ NO Is coverage under all insurance carried by Named Insured Primary Insurance if required by written contract?

CONFIRMATION OF COVERAGE

TYPE OF INSURANCE

POLICY NUMBER

POLICY PERIOD

LIMITS OF LIABILITY IN THOUSANDS (000)

WORKERS' COMPENSATION & EMPLOYERS LIABILITY

XSWC-070343

03/01/2005
03/01/2008

WORKERS COMPENSATION Statutory
EMPLOYERS LIABILITY
Each Accident \$ 1,000
Disease - Policy Limit \$ 1,000
Disease - Each Employee \$ 1,000
MARITIME EMPLOYERS LIABILITY \$ 1,000

☒ YES ☐ NO U. S. Longshoremen's and Harbor Workers' Compensation Act Coverage
☒ YES ☐ NO Outer Continental Shelf Land Act
☒ YES ☐ NO Jones Act (including Transportation, Wages, Maintenance, and Cure), Death on the High Seas Act & General Maritime Law
☒ YES ☐ NO Voluntary Compensation Endorsement
☒ YES ☐ NO Other States Insurance
☒ YES ☐ NO Alternate Employer/Borrowed Servant Endorsement
☒ YES ☐ NO "In Rem" Endorsement
☒ YES ☐ NO Gulf of Mexico Territorial Extension

GENERAL LIABILITY

XSGL-072995

03/01/2005
03/01/2008

General Aggregate Unlimited
Products-Comp/OPS Agg. \$ 3,000
Personal & Advertising Injury \$ 1,000
Each Occurrence \$ 1,000
Fire Damage \$ 50
(Any one fire)
Medical Expense \$ 5
(Any one person)

Form & Edition Date ISO CG 00 01 11/88
☒ YES ☐ NO Broad Form Property Damage Liability including X, C, U
☒ YES ☐ NO Products/Completed Operations
☒ YES ☐ NO Contractual Liability
☒ YES ☐ NO Sudden and Accidental Pollution Liability
☒ YES ☐ NO Occurrence Form
☒ YES ☐ NO Personal Injury
☒ YES ☐ NO "In Rem" Endorsement
☒ YES ☐ NO Cross Liability
☒ YES ☐ NO Watercraft exclusion has been modified by the vessels endorsement on scheduled equipment

EXHIBIT C

CONFIRMATION OF COVERAGE	TYPE OF INSURANCE	POLICY NUMBER	POLICY PERIOD	LIMITS OF LIABILITY IN THOUSANDS (000)
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	AUTOMOBILE LIABILITY Any Auto All Owned Autos Scheduled Autos Hired Autos Non-Owned Autos	XSAL-072793	03/01/2005 03/01/2008	Bodily Injury & Property Damage Combined \$ 1,000
<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	EXCESS LIABILITY Excess Form	GXS-041989	03/01/2006 03/01/2007	Each Occurrence \$ 4,000 Aggregate \$ 4,000

JOB OR PROJECT DESCRIPTION

SPECIAL CONDITIONS

Should the insurance herein described be cancelled, assigned or changed in such a manner as to affect this certificate, **THE GRAY INSURANCE COMPANY** will endeavor to give thirty (30) days written notice to the certificate holder, but failure to do so shall impose no obligation or liability upon **THE GRAY INSURANCE COMPANY**.


THE GRAY INSURANCE COMPANY

3601 N. I-10 Service Road West, Metairie, LA 70002

DATE: 9-1-06